

IT Professional Technical Services Master Contract Program T#:902TS

Statement of Work (SOW) For Technology Services Issued By

Minnesota State Colleges and Universities, System Office

Project Title: Application Management Assessment

Service Categories:

- **Quality Assurance**
- **Architecture Planning and Assessment – Business**
- **Analyst – Business**
- **Project Management**
- **Business Continuity**

Business Need

The Minnesota State Colleges and Universities (MnSCU) System Office is seeking opportunities to improve the efficiency and effectiveness of the administrative processes it manages for the benefit of the 31 institutions in the system.

Within MnSCU, the Information Technology Services (ITS) organization is coping with a backlog of change requests to the custom-developed Enterprise Resource Planning (ERP) systems which support these administrative processes. This backlog is estimated to contain multiple years of requests. There is an opportunity to resolve the backlog and to improve its ability to process ERP-related requests in order to support broader objectives of the System Office.

MnSCU is seeking an experienced, independent advisor who can assess the current ERP systems management capabilities identify applicable best practices and other opportunities for improvement, and work with MnSCU to develop a plan for implementing these changes.

The project requires working with System Office and individuals at various MnSCU locations.

The focus will include:

- Demand Drivers
- Governance
- Service management
- Organization

- Development Methodology
- Tools and Infrastructure

Project Deliverables

Specific deliverables will be determined by MnSCU ITS Management. In general terms the individual(s) filling this role will need to provide the follow technical services:

- Develop and draft project plan
- Provide background materials
- Document current state assessment
- Provide recommendations based on identified best practices
- Validate current findings based on workshop review
- Provide finalized, prioritized recommendations
- Provide road map
- Final report and executive presentation

Project Milestones and Schedule

- Project completion by October 1, 2013

Project Environment (State Resources)

The following list contains the MnSCU staff that will be involved in the project and their roles:

- Project Sponsor – Chris McCoy, Vice Chancellor Chief Information Officer
- Project Team – Cross Functional Representation of Stakeholders

Agency Project Requirements

The successful responder will:

- Primarily work on site at MnSCU Office of the Chancellor 30 Seventh Street East, Suite 350 St. Paul, MN 55101
- Work may be required, as necessary, at various outstate location as assigned.
- Be required to follow MnSCU's project management guidelines, deployment procedures and support procedures.
- Agree to use of the State of Minnesota standard contract. A copy of the template contract can be found at <http://www.finance.mnscu.edu/contracts-purchasing/contracts/forms/index.html>, Item Five (5) "Contract Professional/Technical Services."

Responsibilities Expected of the Selected Vendor

Vendor will:

- Provide ERP and business knowledge expertise
- Meet the project deliverables and milestones
- Provide final documentation and executive presentation

Required Skills

Required minimum qualifications:

- Minimum ten years of experience
- Required Skill Type: Quality Assurance, Architecture Planning and Assessment-Business, Analyst-Business, Business Continuity

Desired Skills

- a) Experience working in higher education IT;
- b) Experience in ERP Systems and process evaluation and design.

Process Schedule

- | | |
|--|---------------------------|
| • Deadline for Questions | 6/28/2013, 2:00 P.M. C.T. |
| • Anticipated Posted Response to Questions | 7/05/2013, 5:00 P.M. C.T. |
| • Proposals due | 7/12/2013, 3:00 P.M. C.T. |
| • Anticipated proposal evaluation & decision | 7/14/2013 |
| • Proposed Start Date | 8/01/2013 |

Questions

- Prospective responders who have questions regarding this Statement of Work are asked to submit questions to: Daniel.duffy@so.mnscu.edu via e-mail by 6/28/2013 2:00 P.M. CST. Using the subject line "APPLICATION MANAGEMENT ASSESSMENT - JUNE 2013." Questions and Answers will be posted on the MN.IT website by approximately, 7/05/2013 (http://mn.gov/buyit/mastercontract/statements/mcp902ts_active.html).
- Other MnSCU personnel are **NOT** authorized to discuss this Statement of Work before the submission deadline. Contract regarding this SOW with other MnSCU personnel could result in disqualification.

SOW Evaluation Process

The responses will be evaluated as follows:

- Company (10%)
- Experience (10%)
- References (10%)
- Liability (20%)
- Desired skills (10%)
- Work Plan (20%)
- Cost (20%)

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

Response Requirements

- Introduction
- Company overview
 - a) Company history, growth
 - b) Current financial data if publicly available
- Project Overview
- Detailed response to:
 - a) Description of the vendors understanding ERP Project deliverables, schedule and milestones.
- Detailed vendor response:
 - a) Explain the vendors "work plan" in detail. This includes:
 - 1) Organization and staffing (including staff qualifications, resumes, etc.)

- 2) Work-plan detail.
- 3) Milestones and schedule.
- 4) Project management (e.g. quality management, risk assessment/management, etc.)
- 5) Documentation of progress such as status reports and final deliverables.
- Detailed vendor response to:
 - 1) Cost
- References: Provide three clients using the solution
- Conflict of interest statement as it relates to this project
- Required forms to be returned or additional provisions that must be included in proposal
 - a) Affirmative Action Certificate of Compliance (if over \$100,000)
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
 - b) Affidavit of non-collusion
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - c) Certification Regarding Lobbying
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
 - d) Veteran-Owned/Service Disabled Veteran-Owned Preference Form
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

Proposal Submission Instructions

Sealed proposals must be received at the following address not later than 3:00 P.M. CST on Friday, July 12, 2013.

Proposals received after this date and time will not be accepted.

Fax and e-mail responses will not be considered.

Proposals must be submitted with the envelope or packaging plainly marked on the outside: Application Management Assessment.”

Institution: MNSCU SYSTEM OFFICE

Name: Dan Duffy

Title: ITS Contract and Purchasing

Address: 30 Seventh Street East, Suite 350 Saint Paul, MN 55101-7804

Telephone: 651-201-1524

The responder shall submit four (4) copies of this SOW response and a compact disc or flash drive with the SOW response in Microsoft Word and/or PDF format. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Expiration date for vendor's price/terms guarantee December 31, 2013. Price and terms of the proposal as stated must be valid for the length of the resulting contract.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of "white out" is considered an alteration.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

Contractor must select from the following list of Indemnity/Liability provisions. Responses to this Statement of Work must clearly identify the version the contractor selects. Responses to this Statement of Work are being assessed based on a 100-point scale with this section accounting for a possible 20 points. The amount of points or percentage of points to be received for each of the options is listed below. Contractor may elect to agree to more than one of the options, specifying cost differentials for the varying levels of liability coverage. In that event, the State will make a determination as to which option would present the best value to the State.

OPTION 1: (20 points)

Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

OPTION 2: (15 points)

Liability

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the State's liability.

OPTION 3: (10 points)

Liability and Limitation of Damages

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including reasonable attorney's fees incurred by the State for damages directly and proximately caused by the negligence of the Contractor while engaged in the performance of services under this contract. As a condition to the foregoing indemnity obligations, the State shall provide the Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such claim. In accordance with Minnesota Statutes, Section 8.06, the State's Attorney General's Office must provide consent and approval with

respect to Contractor's ability and right to control the handling of any such claim and to defend or settle any such claim with counsel of its own choosing.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of \$250,000.

In no event shall Contractor, its principals, members, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs.)

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar

to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve the State’s rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:

http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference on state procurement to **certified small businesses** that are **majority-owned and operated by**:

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section [16C.19](#), paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a

service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

If you are claiming the veteran-owned preference, **attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.